

1                               DECLARATION OF LAWRENCE E. HELLER

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3           I, LAWRENCE E. HELLER, declare as follows:

4           1.    I am an attorney at law duly licensed to practice  
5    before all of the Courts of the State of California and am a  
6    principal in the law firm of Turner, Gerstenfeld, Wilk &  
7    Tigerman. In said capacity, I am responsible for the defense of  
8    the within action on behalf of defendants AUTHOR SERVICES, INC.  
9    ("ASI") and BRIDGE PUBLICATIONS, INC. ("BPI"). Furthermore, I  
10   was the attorney for ASI with regard to certain settlements in  
11   which ASI was a settling party which are referred to in these  
12   moving papers. Accordingly, all of the following information is  
13   of my own personal knowledge and I am available and competent to  
14   personally testify thereto if necessary.

15           2.    I was personally involved in the settlements which are  
16   referred to in these moving papers which transpired some two and  
17   one-half years ago. Those settlements concerned well over a  
18   dozen plaintiff litigants as well as various Church of  
19   Scientology entities and other third parties sued as defendants.  
20   Those settlements also concerned ASI, a defendant in this  
21   matter, which was a co-defendant in one of those many actions.  
22   The settlement negotiations which took place stretched over the  
23   course of several months, culminating in a multi-week session  
24   in a hotel in the city of Los Angeles where most of the lawyers  
25   (and some of the parties) involved in litigation met  
26   extensively.

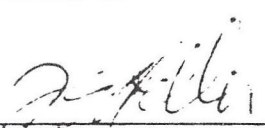
27           3.    Settlement negotiations, which were not supervised by  
28   any court, were arduous and, as is often the case in these

1 instances, sometimes contentious. However, a "universal  
2 settlement" was ultimately entered into between the numerous  
3 parties. The universal settlement provided for non-disclosure  
4 of all facts underlying the litigation as well as non-disclosure  
5 of the terms of the settlements themselves. The non-disclosure  
6 obligations were a key part of the settlement agreements  
7 insisted upon by all parties involved.

8 4. The contractual non-disclosure provisions were the one  
9 issue which was not debated by any of the parties or attorneys  
10 involved. In the last two and one half (2-1/2) years the  
11 settlements have been carried out in good faith by all parties.  
12 I consider my contribution, as well as the contribution of the  
13 other attorneys involved in the settlements, to have been of  
14 great benefit to this and other Courts in that it alleviated  
15 literally months upon months of trial time which would have been  
16 necessary had the settlements not been properly effected.

17 I declare under penalty of perjury that the foregoing is  
18 true and correct.

19 Executed this 10 day of March 1989, at Beverly Hills,  
20 California.

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23 Lawrence E. Heller  
24 Declarant  
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